

G. R. S. 58]

Previous references.

404-11

1913.

(muzna)

File No.

65!
7913

Serial Nos.

13-14

Later references.

11-18

Group 47. G.S. 1-6.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 13 & 14

Part B for March 1916

SUBJECT.

Lease of the inam lands endowed to
Sr. Jayanaraswara Devaru temple
at Beguralli in the Tithahalli Taluk

The Dy Commr, Mysore Dist & Compt
P.O. no. 2772.3 dt 17.3.1916

For the continuance to Nanjappaia
of the existing —————

GENERAL AND REVENUE SECRETARIAT.

(*Muzna*)

NOTES.

File No 651
1913

FILE HLADING.

Leave of the *inam* lands endowed to
Sri Gangavisweswara Devana Temple at Begavalli
in the Firthahalli Taluk.

From

The Dy. Commissioner, Shimoga Dist.

No 226
40

Dated 30-11-1915 Received

Diary No
918Enclos *Vem.* Spare Copies.
rems.

Serial No 73

BRIEF ABSTRACT OF LETTER.

Reports on the Review-petition of Mar-jappa
-iya praying for a re-consideration of the order of
Court directing the Cancellation of the lease of S. nos
183 and 184 of Begavalli Village endowed to
Sri Gangavisweswara Devana Temple.

NOTES AND ORDERS.

Survey nos 183 and 184 of Begavalli
in the Firthahalli Taluk
Village, are *inam* lands endowed to
Sri Gangavisweswara Devana Temple
at the place. During the auction-sale,

s—First Sheet.

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held in March 1909, Manjappaia was the highest bidder, and these lands were leased out to him for 10 years on an annual rent of Rs 360-

(Vide F-no 651-13)

Hag N.

Judar Minnamma Bhatta, Valivad-
dar of the Temple, complained to
Govt that the lands were not
properly taken care of by the lessee
and the Dy. Commr who was asked
to report on the subject, stated
that the garden land showed
signs of neglect on the part of
the lessee and recommended that
the existing lease might be cancelled.
In G.O. no 2102-3 dt 31st March 1911,
the Dy. Commr was permitted to
cancel the above lease after such
legal notice as ^{might} be necessary
and take over possession of
the garden.

Hag M

Against the foregoing order,
Manjappaia, lessee of the lands,
presented a review-petition to Govt,
praying for a re-consideration of
the above order, and adding
that he did nothing against the

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Hag. ~~SR~~ R

Terms of the lease deed justifying his eviction. Under orders of the 18th member, this petition was sent to the Dy Commr, Shimoga Dist., with a request that if the ~~lessee~~ lessee had not been dispossessed, he might be given an opportunity of showing that the garden had not been neglected - It was also stated that the other party (Thimannabhatta) should be asked to be present at the time of enquiry and allowed to adduce any proof on the other side.

The Dy Commr has submitted for orders of Govt, his further report together with the records of enquiry.

Attention is respectfully invited to Amildar's report no 397 of 27.9. The Amildar inspected the lands on 25th September 1915 in the presence of the Vahinatdar Thimannabhatta and found that improvements exceeding Rs 700 had been effected by the lessee, and that the garden was well managed and was

(Paper under-
disposal)

tg. Q)

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in a flourishing state. The details of the improvements are summarily in the Dy. Commr's letter. The Amildar reports that Thimmaanna Bhatta who was present at the time of inspection, admitted that due regard had been paid towards the proper cultivation of the garden by the lessee, but only for the past 2 years.

The Dy. Commr. concludes that the lands have not deteriorated, and that any neglect in the past on the part of the lessee has since been made good. The Dy. Commissioner therefore recommends that the land may be allowed to remain in the possession of Manjappa until the expiry of the current lease.

In para 5 of his letter, the Dy. Commr. reports that the Vakildar Thimmaanna Bhatta failed to remit Rs 94-10-0 to the Treasury out of the annual rental of Rs 360 received by him and that he has directed the Amildar to issue

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No.

a written notice to Thimmanna Bhatta to show cause why the management should not be resumed from him as he failed to act according to the terms of his Muchaloka.

Submitted for order.

List III.

✓ M 1957
11.12.15. The Deputy Commr has arrived at the conclusion that the lands have not been deteriorated and that any neglect, in the past, on the part of the lessee Manjappa, has since been made good ^{by him} by spending nearly Rs 700, and that the lands are still in the possession of the lessee and that he is not prepared to give up their possession. He therefore recommends that the lands may be allowed to remain in the possession of Manjappa till the expiry of the ~~or~~ current lease. If this ~~recommenda~~ ^{recommenda} tion is accepted the original Govt order of March 15 has to be modified.

As regards Thimmanna Bhatta's failure to remit a sum of Rs 94-14-0 to the Treasury for being credited towards

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No.

The funds of the
Temple in question, the result of the
Deputy Commr's further enquiry may
be awaited

am

13/12/15 31 Subd 62nd member

With reference to this:

7g R

Mr. Latta no 439 dated 4.8.15
the D2 commr. now reports that the
land has not deteriorated and
that any neglect on the part of
the lessee in the past has been
rectified and under the circum-
stances recommends that the land
may be left in his possession.

The D2 commr. was requested
to give both the parties an opportunity
to prove their allegations and that
a final order may be passed there-
after. An order to this effect was
issued to the Amildar who inspected
the land on the 25th Sept 1915 in
presence of Mr. Manu Bhatia and
a servant of the lessee. The parties
were also given an opportunity
to submit their representations.
The lessee put in his statement on
the due date while Mr. Manu

Submitted
AV (95)
20.1.16.

7g. Q

(Amildar's Filla no 397
of 27.9.1915)

7g. P A)

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No.

790

Matter did not put in his appearance for ^{some} ~~a couple of~~ days after. He however submitted a statement dated 27th Sept 1915 but really received in the letter only on the 2nd Oct. By this time the Amildar's report has been submitted to the S² Commr.

Mr. M. M. Mather's statement gives a formidable list of defects in the cultivation and workings in the present condition of the gardens. The Amildar has not considered it necessary to make any detailed report but contents himself by saying that the allegations are false and that the gardens are in a good condition for the time being there is no detailed record of the condition of the gardens prior to the present lease. In 1908 the S² Comr. characterised ^{them} as being very much neglected which is quite believable from the fact that Mr. M. M. Mather had alienated them years before.

The lease man appearing

79 A)

79 B)
in file no A of V.M.
records)

Serial
No.

P

(original lease
done)
in F & E of Van
Verno

also states that the successive orders
of govt^x have made him fear his
tenure and that this prevented him
from entering upon costly improvements,
and that he is quite prepared to
answer for all damages at the close
of his lease or to extend the lease
at an increased rental. The
terms of the lease^x indicates this
liability as one of the alternative
reliefs and in the absence of clear
evidence of neglect, no case can
be said to have been made out
for the determination of the lease.

The lease terminates
in 1919 and Mr. Mather
will have to wait until then.
This will of course be quite galling
to Mr. Mather who will be
sure to memorialize govt^x persistently
but in the case of a man of his
disposition and antecedents, a
great deal of firmness is necessary.
Even as it is the last order govt^x
has dealt with him generously.
If need be the allowance may
even be increased slightly say 5%

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No.

There will still be a witness to be
saved every year for purposes of
the temple

If need be a hearing
may be given both to the lessee and to
the manager before final orders
are passed

See
20.1.16

The lease must be allowed
to run out accg to present
terms. The Pdt (Jummanubhat)
may be definitely informed that
no further representation on
this question will be heard.

I am willing to increase
the remuneration to 120 Rs —
provided that he agrees to
abide strictly by all the other
terms of the order already
passed. The Pdt (if in
Bangalore) may be asked to
appear before me.

20/2/16

[Signature]

I saw him

mt
21/2/16.

Serial
No.

13th Mar this day and he is sure to
call again. If his address is known he
may be communicated with. In the
meanwhile the draft order may be
prepared.

See
22.2.

On

The Pet^r has been heard.

The lease ^{can.} will not be
disturbed.

The Pet^r says that 2
acres of wet land are not
included in the lease. This
~~question may be separately~~
~~dealt with by the Dy^o.~~

A report may
be called for
on this matter.

The all^{ce} may be en-
hanced to 120 Rs ^{if Pet^r agrees to} on the Condⁿ
stated above.

Issue an order to this
effect.

[Signature]
26/2/16

Draft order

22
6.2.16

Serial
No.

Submitted with a Dft. addressed to
~~M(84)~~ ^{am} to the petitioners
 8 3 16 8/3/16

Put up clear draft for
 sending the order to DZ comb. a
 mention may be made about the
 enhanced remuneration of ~~Members~~
 1st matter

Re
 9 3 16

Submitted with a clear Dft. ^{and} revised
~~M(84)~~ ^{am} The question of enhanced
 13 3 16 allowance will be dealt
 with separately as directed
 am
 13/3/16

Subd 67th member
 Another Review
 petition has been received
 from this member 1st matter which
 will be worked up and submitted
 after the issue of the present order.
 In the present petition he accepts
 the fact of the currency of the loan
 but prays that all the balances over
 and above the actual cost

Serial
No

may be made over to him and
that the lands may be made over
him after the term of the lease on
~~land~~ condition of his spending
Rs 122 p.a. on the temple.

ha

B.S. 16

The order for engraving
abt 2 acres may go.

The end of the Pet^y is
not in accordance with
it & need not issue.

Work up the other Pet^y
early please & submit once
for all for final orders.

[Signature]
13/4/16 → 14/3/16

MT 15/3/16

Issue order & put up
lee

573/16

14 m 2172-3 on 17.3.16 to Secy of Shri...

General and Revenue
Secretariat.

File No. 651 of 1913.

Serial
No

decompil & not; denies the continuance
of the existing lease of the Inam lands of
the Ashu in question at Begavalli to
Mangappa, the trustee.

The File is submitted to the Secretary
as directed in the previous page
Review-Petition no 1527 from Thimmanna
Bhatte will be worked up and submitted
for orders separately

M (G. H.)
u to 28/6

B. S.
C. J. M. S. S. S.
L. S. S. S. S.
22/3/15

19 17-17

From

The Deputy Commissioner,
Chingga District.

To

The Secretary to the Commission
of Enquiry,
Revenue Department,
Barrackpore.

Dated

20th Nov. 1915.

Despatched

30

Received

General No.

226

May No.

60

Enclosure No.

1 Packet sent separately
2 files enclosed

DIARY No.

918

1915	11
SECTION	8-20-1
FILE No.	656-13
SERIAL No.	12

Overline of Service
Tuz. 251-10-8 dated 10th Nov. 1915
records that to find out the
to remain in the possession of the
until the expiry of the term of service.

No. 226 — 2nd file
226-40
Eu. V. P. (sent separately)

Office of the Deputy Commissioner,
Chimoga District,
Dated Chimoga 20th November 1915.

From

K. Mallan, Esquire., B.A.,
Deputy Commissioner,
Chimoga District,

To

V. P. Thyagaraja Iyer, Esquire., M.A.,
Secretary to the Government of Mysore,
Revenue Department,
Bangalore.

Sir,

Adverting to Government order No. 420 Muz. 651-12-2 dated the 4th August 1915 regarding the cancellation of the lease to the petitioner Manjappayya of the inam lands endowed to the temple of Gangavisweswara Devaru at Beguvalli in the Tirthahalli taluk, I have the honor to state that as Manjappayya had not yet been dispossessed the Amildar of the Tirthahalli taluk was directed on receipt of the above order to make a report on the points raised after hearing both parties and after personally inspecting the lands. Accordingly the Amildar reports that he inspected the lands on the 25th September 1915 in the presence of the opponent Thimmannabhat and a servant of the petitioner Manjappayya and some residents of Beguvalli village and found as follows:—

(1) The plantain and areca plants are in good condition and fresh ones are planted in place of those that died.

(2) The lands are sufficiently manured with 'Goppu' etc., and garden cultivation is satisfactorily carried on.

(3) In order to plant up some more areca plants small pits are dug and plants are reared therein. The young plants have attained a height of one to one and half spans and are in good condition.

(4) All these improvements might have cost the lease not less than Rs 700/-.

(5) On the whole the garden is well managed and is in a flourishing state.

Further the Amildar reports that Timmanna Phatta who was present at the time of his inspection, admitted that one acre had been paid towards the proper cultivation of the land by the lessee but only for the past two years. Both Manjappa and Timmannabhatta were asked to appear on the 27th September 1915 before the Amildar at Tirthahalli to substantiate their allegations. The former appeared on the date fixed and presented a written statement whereas the latter failed to appear. But he subsequently presented a written statement to the Amildar on the 7th October 1915 to the effect that the garden lands had been allowed by the petitioner to deteriorate. The Amildar has personally inspected the spot reports that his allegation is not correct. It may therefore be concluded that the lands have not deteriorated and that any neglect in the past on the part of the lessee has since been made good.

4. In these circumstances and in view of the fact that the petitioner is not prepared to give up possession, it is recommended that the land may be allowed to remain in the possession of Manjappa till the expiry of the current lease.

5. In this connection I may be permitted to add that as reported by the Amildar in his attilla No. 270 dated the 22nd October 1915 that Timmanna Phatta to whom the management of the land was entrusted reported on the 8th December 1914 failed to remit Rs. 24-0-0 to the Treasury to be credited to the muzrai funds of the taluk in accordance with the terms of the nuchalika executed by him, although the stipulated rental of Rs. 300/- was duly paid by the lessee and that therefore he should be deprived of the taluk. The Amildar has been directed to issue a written notice to Timmanna Phatta fixing a certain date to appear before him to show cause why the management should not be resumed from him as he has failed to act accordingly to the terms of his nuchalika.

The nine enclosures received with the letter under reply and the petition of Timmanna Phatta with its 8 enclosures forwarded for my disposal with your docket No. 537/vz. 651-12-12 dated the 1st August 1915 are herewith retransmitted.

7. The entire vernacular files called A.P.C.D. and F. received with the Tirthahalli Taluk Amildar's letter No. 207 dated 27th September 1915 (vide file C) relating to the subject are herewith submitted for reference and closing return.

I have the honor to be,

Sir,

Your most obedient servant,

W. A. T. S.

Deputy Commissioner,

Chimoga District.

C.D.R.

Me

153

Directs the continuance of
the existing lease to Manjappa
of the lands endowed to
Sri Gangavisweswara
Devaru Temple at Beguralli,
Dinthagalli Taluk

File No. 651

Serial No. 145/13

Diary No of letter replied to 918

GENERAL AND REVENUE
SECRETARIAT.

()

Proceedings of the Government of His Highness
the Maharaja of Mysore

READ—

, the

191 .

Govt Pro. no 2102-3/

Muz 7 651-13-5 D 31st March

Date of issue 17. 3. 1916.

Signed by Foramanude for

1915 ordering that the Dy
Commr may take steps

~~ORDER THEREON.~~ No

to cancel the existing lease
to one Manjappaia of the
inam lands endowed to
Sri Gangavisweswara
Devaru Temple at Beguralli

over

SUBJECT.

in the Tirthahalli Taluk.

Renewal petition regd. no. 1784 from the lessee Manjappaia praying for a re-consideration of the foregoing order and stating that the garden lands have not suffered by neglect.

Letter no. 226₁₄₀ of 30th November 1915 from the Dy. Commr., Shimoga Distt., reporting that the lands in question were again inspected, that Manjappaia has improved the gardens at a cost of about Rs. 700/- and that any neglect in the past on the part of the lessee has since been made good, and recommending that the lands may be allowed to remain in the possession of Manjappaia till the expiry of the current lease.

Therem - No. 2172-3 Encl's 2
- Mun. 651-13-14 17. 3. 1916.

GENERAL AND REVENUE
SECRETARIAT

(Continuation sheet draft form.)

~~The petitioner~~ Thirumana

Bhatla who had submitted petitions praying for the cancellation of the lease, was given a hearing on 26th February 1916.

2. Under the circumstances now reported by the Dy. Commⁿ, Gvt are pleased to consider that there is no sufficient reason for the cancellation of the lease to Manjappaiger which should not be disturbed during the currency of its period.

3. The petitioner Thirumana Bhatla represents that an extent of 2 acres of wet land has not been included in the said lease. The Deputy Commⁿ is requested to submit a report together with his

opinion in this matter.

clean ^{12/3/16} ^{12/3/16} for Rev. Secretary.

The Dy. Commr, Shimoga
Dr. U. retng. The records.

11 Compt, Mysore Sub.

Hf 3/16